

6508-B
RECORDATION NO. _____

Filed & Recorded
JUL 20 1972 - 11 35 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT TO
CHATTEL MORTGAGE TRUST DEED, ASSIGNMENT OF RENTS
AND
SECURITY AGREEMENT

AGREEMENT, dated this 14th day of July, 1972, by and between BANK OF DELAWARE ("Mortgagor") and THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY, as trustee ("Trustee"),

W I T N E S S E T H:

WHEREAS, Mortgagor and Trustee entered into a certain Chattel Mortgage Trust Deed, Assignment of Rents and Security Agreement dated as of February 1, 1972 and recorded with the Interstate Commerce Commission on February 28, 1972 bearing Recordation No. 6508 ("Mortgage") covering the railroad equipment and lease therein described concerning the Equipment Lease between Mortgagor and North American Car Corporation dated as of February 1, 1972 and recorded with the Interstate Commerce Commission on February 28, 1972, bearing Recordation No. 6508-A ("Lease");

WHEREAS, the Mortgage secured, inter alia, the Notes issued under the Loan Agreement referred to in the Mortgage, and the Loan Agreement has been amended to reflect the increase in the commitment and the interest rate and the sale of the Notes to the Lenders referred to therein;

AND WHEREAS, the parties hereto wish to amend the Mortgage to reflect the foregoing and to add other clarifications and to cover the amendments to the Lease made contemporaneous herewith;

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. All references in the Mortgage to the Loan Agreement and Lease shall be taken after the date hereof to refer to the same as amended on this date.

2. The Notes referred to in the Mortgage shall be the three 8 1/4% Secured Notes dated June 1, 1972 (final closing date) as amended to 8 5/8% Secured Notes as of the date hereof and any 8 5/8% Secured Notes issued in substitution or exchange therefor ("Notes").

3. As more fully set forth in the Amendment to the Loan Agreement of even date herewith, The First Pennsylvania Banking and Trust Company has as of this date sold the three outstanding Notes, as amended, as follows:

<u>New Institutional Lenders</u>	<u>Principal Amount of Notes</u>
The Travelers Insurance Company	\$1,830,174
Dollar Savings Bank	1,000,000
Presbyterian Ministers' Fund	1,000,000

and the Mortgage is hereby amended to refer to the the three as the "Lenders" (instead of "Lender") thereunder (except as the context otherwise requires).

4. Schedule I to the Mortgage is hereby amended:

(a) to clarify the Description of Equipment as follows:

100 70 ton, 50'6" Thrall Box Cars, built by Thrall Car Mfg. Co. at a cost of \$25,175 per unit, or a total of \$2,517,500, bearing the following numbers:

<u>Serial Numbers</u>	<u>Running Numbers</u>
1050 to 1074	MASX 1050 to 1074
3000 to 3009	MASX 3000 to 3009
4542 to 4591	CFPX 4542 to 4591
4592 to 4606	LUNX 80,000 to 80014
each inclusive	each inclusive

and

200 100 ton 4,427 cu. ft. covered Hopper cars built by Pullman - Standard, at a cost of \$18,301 per unit or a total of \$3,660,200 bearing the following numbers:

<u>Serial Numbers</u>	<u>Running Numbers</u>
50300 to 50499	NAHX 50300 to
inclusive	NAHX 50499
	inclusive

(b) to change the Periodic Rent to read as follows:

40 semi-annual rent payments, in arrears at 2.67375% of the original cost of each item for the first 14 rental periods provided

that the first Periodic Rental payment shall be calculated at the rate of 2.5575% from June 1, 1972 to the date hereof and at the higher rate set forth above for the balance of the period, and 4.82016% of the original cost of each item for the next 26 rental periods.

5. Section 3.2 of the Mortgage is hereby amended to substitute the rate of 8 5/8% for the rate of 8 1/4% as the discount factor.


6. The Trustee hereby acknowledges notice of the sale of the notes to the Lenders referred to above and notices of addresses more fully set forth in the Amendment to the Loan Agreement.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be executed, and the Trustee in evidence of its acceptance of the trusts under the Mortgage as amended hereby have also caused these presents to be executed and delivered the day and year first above written.

BANK OF DELAWARE

By 

Attest:



(corporate seal)

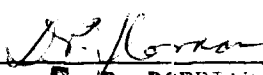
THE FIRST PENNSYLVANIA BANKING
AND TRUST COMPANY

By 

W. M. KRAY

VICE PRESIDENT

Attest:



D. E. BORTMAN

ASSISTANT SECRETARY

(corporate seal)

STATE OF Delaware :
COUNTY OF New Castle : ss
:

On the 10th day of July, 1972, before me personally appeared James P. [unclear] to me personally known, who being by me duly sworn, says that he is a Vice President of BANK OF DELAWARE, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Elizabeth T. Fenner
Notary Public

My commission expires 11/4/72

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA : ss
:

On this 11th day of July, 1972, before me personally appeared Mr. M. [unclear] to me personally known, who being by me duly sworn, says that he is a Vice President of THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Elizabeth J. Sabara
Notary Public

My commission expires March 1, 1976
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires March 1, 1976